Form PTO-1594
1-31-92 *MRW 12/16/98*

To the Honorable Commissioner of

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100929141

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

.al documents or copy thereof.

1. Name of conveying party(ies): Viewlogic Syste

☐ Individual   ☐ Association
☐ General Partnership   ☐ Limited Partnership
☒ Corporation-State
☐ Other: _____

Additional name(s) of conveying party(ies)
attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment   ☐ Merger
☐ Security Agreement   ☐ Change of Name
☒ Other: Security Interest

Execution Date: 10/2/98

.eceiving party(ies):

Name: Fleet National Bank, as Agent

Internal Address: MA OF DO7A

Street Address: One Federal Street

City: Boston   State: MA   Zip: 02110

☐ Individual Citizenship _____

☒ Association National Banking Association

☐ General Partnership _____

☐ Limited Partnership _____

☐ Corporation-State _____

☐ Other: _____

If assignee is not domiciled in the United State, a domestic
representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from Assignment).

Additional name(s) & address(es) attached?:   ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark registration No.(s) 1,727,317

Additional Numbers Attached?   ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning
document should be mailed:

Name: Neil L. Brodsky, Esquire

Internal Address: Hinckley, Allen & Snyder

Street Address: 28 State Street

City: Boston   State: MA   Zip: 02109

6. Total number of applications and
registrations involved: [16]

7. Total fee (37 CFR 3.41) $415.00

☒ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit Account Number:

50-0485

(Attach duplicate copy of this page if paying by deposit account)

OPR/FINANCE   DEC 21 PM 4:19   RECEIVED

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Neil L. Brodsky   *Neil L. Brodsky*   December 16, 1998
Name of Person Signing   Signature   Date

OMB No. 0651-0011 (exp.4/94)
- -
Do not detach this portion

12/23/1998 DNGUYEN 00000093 1727317

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks

01 FC:481   40.00 OP   **Box Assignments**
02 FC:482   375.00 OP   **Washington, DC 20231**

Public burden reporting for this sample is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. patent and Trademark office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

**TRADEMARK
REEL: 1831 FRAME: 0711**

RECORDATION FORM COVER SHEET TRADEMARKS - ATTACHMENT

Registration Number	Mark
1,563,184	VIEWBASE
1,600,446	VIEWDATA
1,402,015	VIEWDOC
1,378,995	VIEWDRAW
1,873,188	VIEWFPGA
1,904,916	VIEWFLOW
1,871,849	VIEWGEN
1,384,077	VIEWLOGIC
1,871,851	VIEWPLD
1,871,848	VIEWSYNTHESIS
1,873,207	VIEWSCRIPT
1,377,046	VIEWSLIM
1,871,852	VIEWSTATE
1,377,044	WORKVIEW
2,051,376	WORKVIEW OFFICE

Certificate of Mailing

I hereby certify that this correspondence is being deposited with the
United States Postal Service with sufficient postage as first class mail
in an envelope addressed to Assistant Commissioner for Trademarks,
2900 Crystal Drive, Arlington, Virginia, 22202-3513, on _12/16/98_.

Date: _12/16/98_   _Neil L. Brody_

CONDITIONAL TRADEMARK ASSIGNMENT

THIS CONDITIONAL TRADEMARK ASSIGNMENT dated as of October 2, 1998, by VIEWLOGIC SYSTEMS, INC., a Delaware corporation with a principal place of business at 293 Boston Post Road West, Marlboro, Massachusetts 01752-4615 ("Assignor") in favor of FLEET NATIONAL BANK, a national banking association organized under the laws of the United States having an office at One Federal Street, Mail Stop: MA OF DO7A, Boston, Massachusetts 02110, as Agent for itself and each of the other Lenders who are now or hereafter become parties to the hereinafter defined Loan Agreement ("Assignee").

WHEREAS, Assignee, Assignor and the Lenders are parties to a certain Loan Agreement of even date herewith (the "Loan Agreement") pursuant to which Lenders have agreed to make certain loans to Assignor; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Loan Agreement; and

WHEREAS, pursuant to the terms of a Security Agreement of even date herewith by and between Assignor and Assignee (as amended from time to time, the "Security Agreement"), Assignor has concurrently granted to Assignee a security interest in all of Assignor's assets to secure, inter alia, the payment and performance of the Obligations of Assignor to Assignee and/or the Lenders under the Loan Agreement; and

WHEREAS, To evidence and perfect the rights of Assignee as grantee of a security interest that has attached in certain of said assets as described below, Assignor has executed and delivered to Assignee this Conditional Trademark Assignment.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN:

1.   Assignor does hereby conditionally assign, sell and transfer and grant unto Assignee for the ratable benefit of itself and the other Lenders all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i)   each trademark and servicemark (whether registered or unregistered), and each registration thereof, and each trademark and servicemark registration application (whether federal or state, and whether foreign or domestic) owned by Assignor, including, without limitation, each such trademark, servicemark or trademark or servicemark registration application set forth on <u>Schedule A,</u> attached hereto and incorporated herein by reference and all of the goodwill of the business connected with the use of or symbolized by, each such Trademark;

(ii)   all products and proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future

infringement of any of the foregoing, with the right to sue and recover the same in the Assignee's own name and for its own use and behoove; and

(iii)   the goodwill of Assignor's business symbolized by each of the foregoing;

(all of the foregoing, individually and collectively, the "Trademarks").

PROVIDED, HOWEVER, THAT ASSIGNOR'S RIGHTS IN THE TRADEMARKS SHALL CONTINUE UNTIL, AND ASSIGNEE SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THE TRADEMARKS UNTIL, AND ASSIGNEE SHALL BE ENTITLED TO EXERCISE ITS RIGHTS AND REMEDIES HEREUNDER IN AND WITH RESPECT TO THE TRADEMARKS ONLY UPON THE OCCURRENCE OF AN EVENT OF DEFAULT.

2.   Assignor does hereby acknowledge, affirm and represent that:

(i) the rights and remedies of Assignee with respect to its interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(ii) that nothing in this Conditional Trademark Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) Schedule A contains a true and complete record of (a) all U.S. registered trademarks and servicemarks in which Assignor has any interest and (b) all applications pending for U.S. registration of trademarks and servicemarks in which Assignor has any interest.

(iv) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(v) Each of the Trademarks is valid and enforceable.

(vi) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, licenses and covenants by Assignor not to sue third persons.

3.   Assignor covenants that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment unless permitted under the Loan Agreement, without the Assignee's prior written consent.

4.   Assignor covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any additional registered trademarks or servicemarks, or become entitled to the benefit of any registration applications for trademarks or servicemarks, the

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provisions of this Assignment shall automatically apply thereto and Assignor shall give to the Assignee prompt notice thereof in writing.
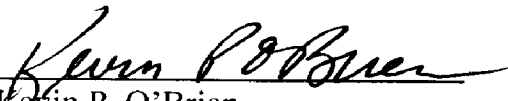
5.   Assignor shall indemnify, defend and hold Assignee and each Lender, their respective affiliates and their respective directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed, incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment, except as a result of gross negligence or willful misconduct of Assignee or the Assignee's Indemnified Parties.

6.   Assignor authorizes the Assignee to modify this Assignment by amending Schedule A to include any future U.S. trademarks, servicemarks, or trademark or servicemark applications of which Assignor may acquire an interest.

7.   At such time as Assignor shall completely and finally satisfy all of the Obligations, the Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant to the Security Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Conditional Trademark Assignment to be duly executed by their respective duly authorized officers as of the date first set forth above.
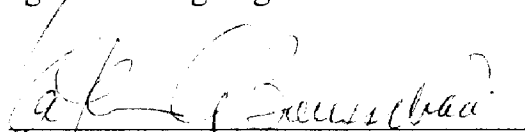
VIEWLOGIC SYSTEMS, INC.

By: _____
Kevin P. O'Brien
Vice President and
Chief Financial Officer

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THE COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss

October 2, 1998

Then personally appeared the above-named Kevin P. O'Brien, Vice President and Chief Financial Officer of Viewlogic Systems, Inc., and acknowledged the foregoing instrument to be his/her free act and deed, before me.

_____
Notary Public
My Commission Expires:

MY COMMISSION EXPIRES OCT. 26, 2C...

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CONDITIONAL ASSIGNMENT OF TRADEMARKS

SCHEDULE A

Trademark/Servicemark	Registration or Serial Number
Powerview®	1727317
ViewBase®	1563184
ViewData®	1600446
ViewDoc®	1402015
ViewDraw®	1378995
VIEWFPGA®	1873188
ViewFlow®	1904916
ViewGen®	1871849
Viewlogic®	1384077
ViewPLD®	1871851
ViewSynthesis®	1871848
ViewScript®	1873207
ViewSim®	1377046
ViewState®	1871852
Workview®	1377044
Workview Office®	2051376

Common Law Trademarks Assigned to Viewlogic Systems, Inc.

AC/Grade™	QUIET Expert™
AnalogView™	SpeedWave™
Aurora™	TLC™
BLAST™	ViewAnalog™
Design Exchange™	ViewDatabook™
DxDataBook™	ViewDRC™
DxDataManager™	ViewLibrarian™
Fusion™	ViewPlace™
FusionHDL™	ViewProject™
IntelliFlow™	ViewSymbol™
ISIS™	ViewTrace™
ISIS PreVUE™	Vwaves/Vwaves™
Library Studio™	XFX™
PDQ™	XNS™
POET™	XTK™
PowerCode™	
PreVUE™	
Precise™	
QUIET™	

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